



INDEPENDENT
TELEPHONE & TELECOMMUNICATIONS
ALLIANCE

RECEIVED

NOV 13 1998

November 13, 1998

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

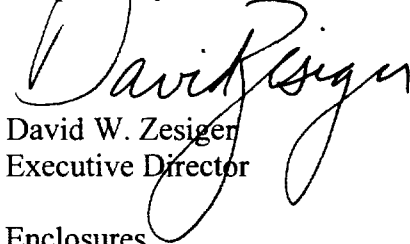
**Re: In the Matter of Truth in Billing Format
CC Docket No. 98-170**

Dear Ms. Salas:

This letter is to advise you that the Independent Telephone and Telecommunications Alliance (ITTA) is submitting the attached Comments in the above-referenced proceeding. One original and nine copies of the Comments are attached for filing with your office in accordance with the Commission's rules. An additional copy is also attached for filing with the International Transcription Services (ITS).

Please contact me if you have any questions regarding this matter.

Respectfully submitted,


David W. Zesiger
Executive Director

Enclosures

No. of Copies rec'd 0+1
List A B C D E

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

RECEIVED

In the Matter of)
Truth-in-Billing and Billing Format)
_____)

NOV 13 1998
CC Docket No. 98-170
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**Comments of the
Independent Telephone & Telecommunications Alliance**

As William Dean Howells¹ observed in the last century, today's achievement is tomorrow's confusion. Technological and public policy changes have achieved "the proliferation of services and service providers" noted by the Commission in its Notice. This achievement has unquestionably benefited consumers through the enhanced quality, utility, and cost effectiveness of telecommunications offerings.

But it also brings confusion. Abolition of barriers to entry and the unbundling of formerly integrated service providers rapidly multiply the amount of data with which consumers must contend in making choices about services and service providers. Unfortunately, the less principled among service providers can, and often do, exploit the complexity bred by such quantities of data by relying upon information overload to camouflage their activities. In this way, achievement of open market goals today leads to consumer confusion (and frustration) tomorrow.

The Commission correctly expresses concern for the abusive conduct such confusion may foster. The Independent Telephone & Telecommunications Alliance (ITTA) shares that concern, since its incumbent midsize local exchange members are often victimized by such abuse, as well. Improper practices by a few unfairly tarnish the

¹ Mr. Howells (1837-1920) was an American novelist.

majority. This is especially true of incumbent local exchange carriers, since consumers often pillory their local LECs irrespective of the true source of their specific problems.

The trick for the Commission, however, is to fashion solutions which do not punish the innocent or compound the confusion. ITTA, on behalf of its members, offers in these Comments an analysis of the issues and several guidelines which it recommends for consideration and adoption by the Commission. ITTA believes its approach will improve consumer knowledgeability without increasing the scope and cost of regulation or the amount of data with which consumers must deal.

1. Less is more.

A natural impulse of the Commission is to prescribe new rules to ameliorate perceived problems. As manifestations of that reflex, the Commission here suggests the possibility of more extensive descriptions of all charges (para. 20-24); proliferation of service and service provider categories (para.17, 18); new and repetitious status categories comprehending services, service providers, changes in services and in service status (para. 16,18,19); segregation of services according to “deniability” and “non-deniability” (para. 24); cost/benefit analysis of charges (i.e., why some charges are above or below actual costs) (para.25, 28, 29); and explanations about universal service and access charges (para. 28).

ITTA urges the Commission to refrain from such reflexive activity in addressing billing matters. The Alliance is not arguing against the existence of a problem. Nor is it asserting that all billing information is optimally presented at present. Rather, ITTA would assert that the problem is too much data and churn in presentation format. In this circumstance, policies which diminish and stabilize requirements will prove more beneficial to consumers than those which expand, revise, and complicate. Less will prove to be more.

Several considerations warrant such a policy course. ITTA does not agree with the Commission's view that "[w]hile the nature of the charges appearing on customer's telephone bills has changed dramatically ... the bills themselves do not seem to reflect this new era." To varying degrees, all midsize companies have significantly changed their billing content and formats in the past several years, for obvious reasons. New service offerings have materialized requiring new billing content and presentation. (Otherwise, revenue cannot be collected.) Previously existing services are no longer provided in the previous ways, requiring billing changes (for the same reason). The rise of competition increases the emphasis on customer satisfaction, further underscoring the need for improvements in billing presentation and accuracy in the pursuit of customer loyalty and retention.

Spurred by these basic economic considerations, midsize company billing has, in fact, evolved to reflect the new era. As an example, ITTA attaches hereto (Exhibit A) a copy of the billing format utilized by one of its member companies, Cincinnati Bell Telephone Company (CBT). As the Commission will note, CBT's format clearly categorizes information in a sequential way. It clearly depicts and interrelates present period and prior period information. CBT's billing format also depicts and interrelates local exchange and long distance service information in a comprehensive yet easy to understand manner. It provides explanatory billing information in a concise manner. And CBT's format provides detailed information (phone numbers, hours of operation) promoting effective customer service interface and inquiry.

A fair examination of CBT's exemplar would support the conclusion that it fully and fairly presents information concerning customer usage, in a manner likely to promote

consumer understanding. Equally important, the bill is not excessively complex or of such length or detail as to discourage actual customer review. That customers are generally satisfied with this format, as well, is confirmed by CBT's semi-annual customer surveys. As the attached abstract of one such survey reflects (Exhibit B), customers have "no problems" with such bills, find them "clear," and "can read exactly what the charges are for."

ITTA agrees with the Commission that questionable practices exist. But in our view, these practices flourish in direct proportion to bill complexity. The longer the bill and the smaller the print, the greater the practical deterrence to consumer review and understanding. As an example of this effect (Exhibit C), ITTA attaches a copy of AT&T's basic wireless contract sent out with its initial wireless billing. ITTA wishes to make clear that AT&T has clearly tried to address consumer needs: the contract is written in intelligible English, appears accurate and comprehensive, and occupies only one page. But the visual density is obvious. Density deters examination. In billing matters, the greater the apparent detail, the greater the number of interstices in which improprieties can hide. As the Commission itself expressed, "[c]lear disclosure of every detail may add unnecessary information to a consumer's bill without doing much to enlighten that consumer."²

The promotion of that detail comes, ironically, at increased expense to the same unenlightened consumer. New or changed information requirements entail substantial information services and bill processing expenditures. Software programs must be re-written; personnel must be re-trained; procedures must be re-evaluated and altered. Mere mechanics increase costs, as well, since the Notice's proposed requirements would increase

² Notice at para. 11.

the length of many bills by one or more pages.³ This is bad news for the nation's forests; good news for the Post Office (increased pages translate into higher postage expense passed on to the consumer); and ultimately no useful news at all to the consumer. The Commission, again, is correct in noting that "[t]he importance of providing an accurate and understandable telephone bill must be balanced against the costs incurred to provide that information."⁴ Unnecessary costs detract from consumer welfare without adding to consumer knowledge.

As a further matter, ITTA does not agree that regulation can best arrive at the balance between useful and useless information and detail. Although ITTA deplores many aspects of the recent, self-serving IXC approach to line item billing targeted in the Notice, it does not denigrate the idea of appropriate line item disclosure in bills. Line itemization enhances truthfulness, and should apply equally to cost reductions and cost increases. With suitable content and formatting, such disclosure is particularly necessary to apprise consumers of the origins of costs, for example, those directly associated with public policies. ITTA's members prospectively face many costs arising directly from regulatory decisions (e.g., LNP, OSS, and CPNI) for which line item disclosure will prove an appropriate vehicle for cost recovery. IXC inaccuracy or abuse of line item reporting may be a reason to chastise IXCs. It is not a reason to void the concept of line item presentations in consumer bills.

Further, even well intended regulation may promote rather than reduce confusion. The Commission's discussion of "deniable" and "nondeniable" charges demonstrates the point. One must carefully read paragraph 24⁵ to avoid the interpretation that "deniable" charges are those which can be contested or denied and "undeniable" charges those which cannot

³ See, e.g., Notice para. 17 (separate categories in separate sections on separate pages).

⁴ Id.

be contested or denied. As an alternative, ITTA believes greater reliance on industry solutions, state input, common or "safe harbor" language, and vigorous enforcement will more effectively deal with existing problems than will further rounds of regulatory requirements. These points are developed immediately below.

ITTA commends the Commission for its concern and its action in opening this docket. ITTA's members, however, are not the problem. Nor is more regulation the solution, particularly given the Commission's prior experience with formats:

(a) All pleadings and documents filed in any Commission proceeding shall be typewritten or prepared by mechanical processing methods, and shall be filed on A4 (21cm. X 29.7 cm.) or on 8 1/2 x 11 inch (21.6 cm. X 27.9 cm.) paper with the margins set so that the printed material does not exceed 6 1/2 x 9 1/2 inches (16.5 cm. X 24.1 cm.) The printed material may be in any typeface of at least 12-point (0.42333 cm or 12/72") in height. The body of the text must be double spaced with a minimum distance of 7/32 of an inch (0.5556 cm.) between each line of text. Footnotes and long, indented quotations may be single spaced, but must be in type that is 12-point or larger in height, with at least 1/16 of an inch (0.158 cm.) between each line of text.⁶

Neither the presentation of that paragraph, the footnotes in this pleading, the footnotes in the bulk of FCC-filed pleadings, nor the footnotes in the FCC's Notice, itself, comply with this Code provision. Since, however, clarity is not impaired and abuse remains easily detected, there is no logical reason why they should. All the more reason for avoiding prescription of an equivalently detailed approach to billing content and formatting issues.

2. The Commission should reprise here its progressive non-prescriptive approach set out in the OSS standards and measurements proceeding.

In its recent Notice of Proposed Rulemaking concerning operations support systems (OSS),⁷ the Commission proposed a fresh regulatory approach to policy issue identification and resolution:

⁵ Paragraph 24 of the Notice occurs under the heading, "Full and Non-Misleading Descriptions."

⁶ 47 C.F.R. 1.49, "Specifications as to pleadings and documents."

⁷ *In the Matter of Performance Measurements and Requirements for Operations Support Systems, Interconnection, and Operator Services and Directory Assistance*, FCC CC Docket no. 98-56, RM-9101 (released April 17, 1998) ("OSS Notice").

The primary goal of this Notice, therefore, is to provide guidance, in the most efficient and expeditious manner possible, to the states and the industry on a set of performance measurements and reporting requirements that will help spur the development of local competition. Accordingly, we propose, in the first instance, to adopt model performance measures and reporting requirements, as described in detail herein, that are not legally binding...The experience we gain from the development of these model performance measurements and reporting requirements and their application by the states will, we believe, provide a more informed and comprehensive record upon which to decide whether to adopt, nationally, legally binding rules...We emphasize our belief that..[this approach] constitutes the most efficient and effective role for the Commission in this area at this time.⁸

ITTA supported this new approach to regulatory efficacy, noting that regulation, far from being a free ride, carries costs ultimately borne by consumers:

Under the public interest standard, regulations should be economically efficient – that is, the ultimate benefits of any Commission regulation should exceed its costs. These costs include the burdens associated with the requisite gathering and maintaining of accurate information, and any accompanying reporting requirements. In almost all circumstances, truly efficient regulation relies on relatively few and very simple measures.⁹

In pursuing its truth-in-billing goals, the Commission should decline prescription and allow the states and the industry an opportunity to address the issue, first, according to the following principles.

- The Commission should avoid massive prescription, and encourage and defer to state requirements concerning billing matters. This approach rests upon sound considerations. From a midsize company perspective, many states – generally or in the specific case of telecommunications -- have already acted or are considering action with regard to consumer billing and disclosure practices. As an example, Exhibit D hereto outlines standards developed by the Ohio Commission and applicable to CBT.

⁸ OSS Notice para. 4.

State commissions function in closer proximity to the marketplace, particularly the local exchange market. They receive complaints in full measure as the Commission does, if not more so. Nor is there any reason to assume that the state commissions are less interested than this one in promoting consumer benefits.¹⁰ They are better attuned to the individual characteristics of services, service providers, and consumers and are thus better positioned to fashion practicable solutions to consumer issues arising from billing information and format concerns.

Deferral to the states also reduces costs. As in the case of OSS performance standards and measurements, dual sets of strictures will not double consumer welfare. Midsize companies already labor under a growing burden of unfunded regulatory mandates. Where reasonable state billing standards exist, adopting such standards as the measure of compliance for all relevant legal duties will maximize consumer interest and minimize the cost of doing so. Under its legal analysis, the Commission would still retain significant powers of enforcement.¹¹ Enforcement rather than prescription should characterize the Commission's role here.

- Industry should be permitted to work with the states and the Commission to develop practical guidelines. The Notice refers to the recent "Best Practices" activity initiated by and between the Commission and industry concerning the problem of cramming.¹²

⁹ "Comments of the Independent Telephone & Telecommunications Alliance" (filed in the OSS Proceeding June 1, 1998) at 3, quoting OSS Notice, Commissioner Furchgott-Roth Dissent at 4.

¹⁰ See Notice para. 4: "We are not alone in our concerns in this area. The National Association of Regulatory Utilities Commissions (NARUC), for example, recently issued a "White Paper" emphasizing the increased importance of providing consumers with information in an understandable manner in order to allow them 'to make the most of a competitive marketplace.'"

¹¹ See Notice para. 12-15, and particularly n.27.

¹² *FCC and Industry Announce Best Practices Guidelines to Protect Consumers from Cramming*, FCC Press Release (July 22, 1998), cited in Notice para. 4, n.6.

In the OSS proceeding, the Commission noted the plausibility of utilizing industry-based entities to generate solutions to industry-wide problems:

We agree that access to OSS through use of standardized interfaces could facilitate entry into local markets, and we urge incumbents LECs and industry fora to establish uniform standards for such gateway systems as soon as possible. We note, however, that certain industry bodies...are already developing guidelines for electronic interfaces. In fact, most commentators, including LCI and CompTel, have recommended that the Commission rely on these committees' efforts to formulate standards for OSS interfaces before initiating action to develop standards.¹³

Billing matters are not solely an incumbent matter, nor are they an incumbent v. new entrant matter. All carriers value customer goodwill and loyalty. To the extent commonly acceptable approaches can be developed – for example, in formulating the “safe harbor” language suggested in the Notice – better solutions will emerge. Carrier solutions will likely avoid unnecessary (or unintended) rigidity and unnecessary cost, consistent with the Commission’s desires. An approach of permitting industry participants an opportunity to develop and recommend guidelines on billing issues will likely prove as effective here as in the OSS matter, for similar reasons.

- Flexibility is an essential requirement for midsize companies. In its OSS Notice, the Commission specifically acknowledged the disparate impact which general requirements may have on midsize companies:

We seek comment on whether the proposed model performance measurements and reporting requirements will impose particular costs or burdens on small, rural, or mid-sized incumbent LECs.... We also recognize there may be a certain level of expense involved in generating performance measurements and statistical analyses, if applicable. We therefore seek comment on the expenses involved with the proposed guidelines and the particular burdens they would impose on small, rural, or mid-sized LECs, if any.¹⁴

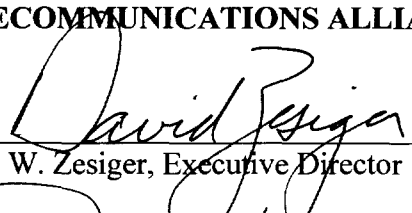
¹³ OSS Notice para.127.

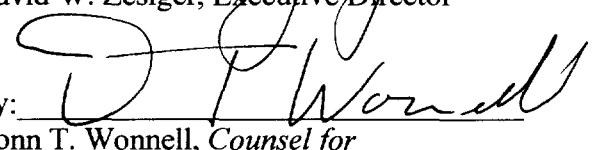
¹⁴ OSS Notice para.131.

Precisely the same considerations apply here in the matter of billing guidelines and requirements. While ITTA believes its analysis and approach are applicable to all companies, it is especially true for its member companies. As the CBT Exhibits demonstrate, midsize companies are developing new billing formats and processes directed to the satisfaction of consumer needs. These companies are tailoring their billing information to the wide disparity of customer types and locales which their operating areas encompass. Flexibility in such circumstances is essential to ensuring that the consumer obtains information packaged and presented in ways which fully and fairly address his or her needs. The proceedings here should promote, rather than hamper, such midsize company initiatives, which serve to reduce cost and confusion.

Respectfully submitted,

**INDEPENDENT TELEPHONE &
TELECOMMUNICATIONS ALLIANCE**

By: 
David W. Zesiger, Executive Director

By: 
Donn T. Wonnell, Counsel for

Independent Telephone &
Telecommunications Alliance
1300 Connecticut Avenue, N.W.
Suite 600
Washington, D.C. 20036
(202) 775-8116

November 13, 1998

EXHIBIT A

①

CINCINNATI OH 45245

Page 1 of 5
Bill Date Oct 25, 1998
Account 513 752-

LAST MONTH

Previous Bill Amount	\$290.25
Payments (Applied thru Oct 27)	290.25CR
Adjustments (Applied thru Oct 27)00
Last Month's Balance	\$.00

THIS MONTH

Cincinnati Bell Telephone	
Monthly Service	33.57
Itemized Calls (Pg 3)	10.34
Directory Assistance (Pg 3)	1.32
Tax: Fed 1.35	1.35
Cincinnati Bell Telephone Total	\$46.58
AT&T Total (Pg 4)	\$60.32
This Month's Total	\$106.90

TOTAL AMOUNT DUE \$106.90

CUSTOMER SERVICE

For Customer Service dial: 565-2210 Monday-Friday 7:30am - 7:00pm
TDD/TTY dial: 241-2899 Saturday 7:30am - 1:00pm

See back of bill for billing information and 900-Number Call Rights.

Please detach this portion and return with your payment - Thank You!



Cincinnati Bell Telephone®

Account 513 752-

Total Amount Due Nov 15 \$106.90

001 010 074

----- POSTAL INFORMATION -----

|||||

CINCINNATI OH 45245

DEPT 1811
CINTI OH 45274-1811

375250027813 2 *00001228*000000000000010690

Important Information Concerning Your Phone Bill

Payment Procedures

Tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell Telephone Company, Dept. 1811, Cincinnati, OH 45274-1811.

Complaint Procedure

Call our Business Office if you have questions regarding your bill. Residence customers can call 565-2210; business customers, 566-5050. TDD/TTY customers can call 241-2899. If after contacting our Business Office, you are unable to resolve your concern, you may write us at Customer Service Manager, P.O. Box 693, Cinli, OH 45201-0693, or call 565-6005.

If you think your inquiry is still unresolved after contacting our Customer Service Manager, Ohio customers may call the Public Utilities Commission of Ohio at 1-800-686-7826. TDD/TTY customers can call 1-800-686-1570, or write to the Public Utilities Commission of Ohio, Public Interest Center, 180 East Broad Street, Columbus, Ohio 43215-3793.

Indiana and Kentucky customers please refer to the Customer Guide section of your Cincinnati Bell Telephone White Pages directory.

900-Number Call Rights

Cincinnati Bell Telephone bills for 900-number calls provided by information service companies. Your 900-number call rights are defined in the federal Telephone Disclosure and Dispute Resolution Act (TDDRA) of 1992.

If you think you've been incorrectly billed for a 900-number call, you should call Cincinnati Bell Telephone at the numbers listed above within 60 days. A call to our office will initiate a billing review. You may withhold paying any disputed amount during this review and no collection activity will occur. Also, since 900-number calls are non-communication services, your local or long-distance telephone service cannot be disconnected or interrupted

for non-payment of these calls. You have a right not to be billed for any 900-number service that is not in compliance with federal laws and regulations.

When you call, Cincinnati Bell Telephone may remove the 900-number charges from your bill. If the information provider later determines that the charges are legitimate, the provider then has the option to pursue collection for the call. The provider also has the right to block your access to 900-number services if you fail to pay legitimate charges.

You can block access to 900-numbers from your phone by simply calling our office. There is no monthly charge for this service, and installation charges are free for all new telephone customers who order within 60 days of receiving telephone service.

Billing Name and Address Information

If your telephone number is listed in our White Pages directory and you accept a collect or third-party call placed through a company other than Cincinnati Bell Telephone, we must provide your billing name and address to that company so they can bill you. The Federal Communications Commission's rules state this information also can be used for verification of service orders of new customers; identification of customers who have moved to a new address; fraud prevention and similar non-marketing purposes.

If you have a non-published number and would prefer that Cincinnati Bell Telephone withhold your billing name and address information, please contact your customer service representative with that request. Customers with non-published numbers who do not contact our Business Office within 30 days after receiving this notice authorize Cincinnati Bell Telephone to release such information. If you request this billing name and address information be withheld, you will be prohibited from accepting third-party or collect calls for that number.

Printed on recyclable paper

IMPORTANT CUSTOMER NEWS

IMPORTANT BILLING INFORMATION:

Beginning Nov. 1, 1998, Cincinnati Bell will assess a late payment fee of 1.5% per month when your previous month's bill has not been paid by the due date printed on that bill. This charge will also apply to any unpaid balance carried forward, minus any late payment fee previously assessed. Please see the enclosed bill insert for further details. If you have questions residence customers, please call 565-2210; business customers, 566-5050.

PHONE SERVICE MADE SIMPLE

Stay connected to your phones while you're online -- with Internet Call Manager and Voice Messaging. With Internet Call Manager, a caller's name and phone number pop up on your computer screen to show you who's calling while you're on the Internet. You choose whether to log off and take the call; transfer it to a cell phone or second line; or ignore it and send it to Voice Mail. Order Internet Call Manager and Voice Messaging now thru Oct. 30, and you'll receive one month's service FREE, plus we'll waive the 1-time \$6.50 activation fee. To order, call 565-3038 or surf www.cincinnati-bell.com/icm.

THIS MONTH - DETAIL

CINCINNATI BELL TELEPHONE

NONPAYMENT OF LONG DISTANCE SERVICES MAY RESULT IN
 DISCONNECTION OR RESTRICTION OF THESE SERVICES AND
 MAY BE SUBJECT TO COLLECTION ACTIONS.

Itemized Calls

For 513 752-

Date	Time	Place	Area-Number	*	Min	Amount	Item Number
SEP 25	553P	TO OXFORD	OH 513 664-	E	1	.19	3B-01
OCT 3	423P	TO OXFORD	OH 513 523-	N	1	.13	3B-02
OCT 3	622P	TO OXFORD	OH 513 664-	N	1	.13	3B-03
OCT 9	706P	TO OXFORD	OH 513 664-	E	18	2.95	3B-04
OCT 10	1039A	TO OXFORD	OH 513 664-	N	2	.24	3B-05
OCT 12	626P	TO OXFORD	OH 513 664-	E	1	.19	3B-06
OCT 16	411P	TO OXFORD	OH 513 523-	D	1	.33	3B-07
OCT 16	736P	TO OXFORD	OH 513 523-	E	5	.84	3B-08
OCT 16	741P	TO OXFORD	OH 513 524-	E	3	.52	3B-09
OCT 18	801P	TO OXFORD	OH 513 664-	E	5	.84	3B-10
OCT 22	847P	TO OXFORD	OH 513 664-	E	1	.19	3B-11
OCT 25	633P	TO OXFORD	OH 513 664-	E	1	.19	3B-12
OCT 25	817P	TO OXFORD	OH 513 664-	E	22	3.60	3B-13

*-Rate Code Applied:

D -DAY

E -EVENING

N -NITE/WKND

Itemized Calls Subtotal 10.34

FOR QUESTIONS OR BILLING INFORMATION ONCINCINNATI BELL
 TELEPHONE CALLS, PLEASE CALL 565-2210.

Total Itemized Calls (excl tax) 10.34

Directory Assistance Usage

Item Number

LOCAL DIRECTORY ASSISTANCE CALLS 3 1.32 4A-01

Total Directory Assistance (excl tax) 1.32



For Billing Questions Monday-Friday 7:30am - 7:00pm
 and Saturday 7:30am - 1:00pm Call 565-2210

NONPAYMENT OF LONG DISTANCE SERVICES MAY RESULT IN
 DISCONNECTION OR RESTRICTION OF THESE SERVICES AND
 MAY BE SUBJECT TO COLLECTION ACTIONS.

AT&T Summary of Current Charges

Bill Section	Calls	Minutes	Amount
AT&T One Rate (R) Plus Plan	11	414	53.55
National access contribution			1.79
Taxes and surcharges			4.99
Total AT&T Summary of Current Charges	11	414	60.32

AT&T Messages

Need to make a calling card call? Dial 1 (800) CALL-ATT
 Instead of zero and you'll always get through to AT&T.
 Use 1 (800) CALL-ATT for all your calling card calls,
 even local.

Charges

AT&T One Rate (R) Plus Plan

Charges in The Amount Column are Informational
 See Summary For Actual Charges.

Direct Dialed Calls

Date	Time	Place and Number Called	Type	Rate	Minutes	Amount
1.Sep27	09:48pm	FT MNWRGHT AK 907 356-	Direct	N/Wknd	14	2.30
2.Sep29	09:10pm	CHARD CA 905 240-	Direct	N/Wknd	14	10.40
3.Sep29	10:11pm	CHARD CA 905 240-	Direct	N/Wknd	186	16.60
4.Oct04	04:10pm	FT MNWRGHT AK 907 356-	Direct	N/Wknd	68	6.30
5.Oct15	09:18pm	FT MNWRGHT AK 907 356-	Direct	N/Wknd	31	3.10
Direct Dialed Calls						39.70

Card Calls

Card Number: 1245

Date	Time	Place and Number Called	Type	Rate	Minutes	Amount
6.Sep24	09:11pm	INFORD OH 513 664-	Station	N/Wknd	1	0.60
		Called From: MINNINNATI OH 513 241-				
7.Oct05	09:18pm	MINNINNATI OH 513 752-	Station	N/Wknd	11	3.00
		Called From: BASKING RDG NJ 909 221-				
8.Oct05	09:18pm	INFORD OH 513 664-	Station	N/Wknd	1	0.60
		Called From: BASKING RDG NJ 909 221-				
9.Oct05	09:18pm	INFORD OH 513 664-	Station	N/Wknd	1	0.60
		Called From: BASKING RDG NJ 909 221-				
10.Oct05	09:18pm	INFORD OH 513 664-	Station	N/Wknd	1	0.60
		Called From: BASKING RDG NJ 909 221-				



For Billing Questions Monday-Friday 7:30am - 7:00pm
 and Saturday 7:30am - 1:00pm Call 565-2210

**NONPAYMENT OF LONG DISTANCE SERVICES MAY RESULT IN
 DISCONNECTION OR RESTRICTION OF THESE SERVICES AND
 MAY BE SUBJECT TO COLLECTION ACTIONS.**

Continued from the previous page

Date	Time	Place and Number Called	Type	Rate	Minutes	Amount
11.Oct06	08:59pm	CINCINNATI OH 513 752-	Station N/Wknd		11	3.60
		Called From BASHNG RDG NJ 908 221-				
		Card Number: 1245				9.90
		Card Calls				9.90

AT&T One Rate (R) Plus Plan Summary

Description	Amount
AT&T One Rate (R) Plus Plan	
for OCT 19 thru NOV 17	4.95
Direct Dialed Calls	38.70
Calling Card Calls	9.90
Total AT&T One Rate (R) Plus Plan	53.55

National access contribution

Description	Amount
12.Universal Connectivity Charge	0.93
13.Carrier Line Charge	0.95
Total national access contribution	1.78

For an explanation of these charges, please call
 1 800 532-2021.

Taxes and surcharges

Description	Amount
Federal Tax @ 3%	1.66
State and Local Taxes	3.33
Total taxes and surcharges	4.99

2

[REDACTED]
COVINGTON KY 41017

Page 1 of 3
Bill Date Oct 05, 1998
Account 606 331-

LAST MONTH

Previous Bill Amount	\$39.39
Payments (Applied thru Oct 07)	39.39CR
Adjustments (Applied thru Oct 07)00
Last Month's Balance	\$.00

THIS MONTH

Cincinnati Bell Telephone	
Monthly Service (Pg 3)	35.40
One-Time Charges and Credits (Pg 3)	5.00
Tax: Fed 1.08 ST 1.96 Schl .95	3.99
Cincinnati Bell Telephone Total	\$44.39
This Month's Total	\$44.39

TOTAL AMOUNT DUE \$44.39

CUSTOMER SERVICE

For Customer Service dial: 566-5050 Monday-Friday 7:30am - 7:00pm
TDD/TTY dial: 241-2899 Saturday 7:30am - 1:00pm

See back of bill for billing information and 900-Number Call Rights.

Please detach this portion and return with your payment - Thank You!



Cincinnati Bell Telephone®

Account 606 331-

Total Amount Due Oct 26 \$44.39

101 005 087

----- POSTAL INFORMATION -----

|||||

[REDACTED]
COVINGTON KY 41017

DEPT 1811
CINTI OH 45274-1811

633181566908Z2 *00001124*0000000000000004439

Important Information Concerning Your Phone Bill

Payment Procedures

Tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell Telephone Company, Dept. 1811, Cincinnati, OH 45274-1811.

Complaint Procedure

Call our Business Office if you have questions regarding your bill. Residence customers can call 565-2210; business customers, 566-5050. TDD/TTY customers can call 241-2899. If after contacting our Business Office, you are unable to resolve your concern, you may write us at Customer Service Manager, P.O. Box 693, Cinti, OH 45201-0693, or call 565-6005.

If you think your inquiry is still unresolved after contacting our Customer Service Manager, Ohio customers may call the Public Utilities Commission of Ohio at 1-800-686-7826, TDD/TTY customers can call 1-800-686-1570, or write to the Public Utilities Commission of Ohio, Public Interest Center, 180 East Broad Street, Columbus, Ohio 43215-3793.

Indiana and Kentucky customers please refer to the Customer Guide section of your Cincinnati Bell Telephone White Pages directory.

900-Number Call Rights

Cincinnati Bell Telephone bills for 900-number calls provided by information service companies. Your 900-number call rights are defined in the federal Telephone Disclosure and Dispute Resolution Act (TDDRA) of 1992.

If you think you've been incorrectly billed for a 900-number call, you should call Cincinnati Bell Telephone at the numbers listed above within 60 days. A call to our office will initiate a billing review. You may withhold paying any disputed amount during this review and no collection activity will occur. Also, since 900-number calls are non-communication services, your local or long-distance telephone service cannot be disconnected or interrupted

for non-payment of these calls. You have a right not to be billed for any 900-number service that is not in compliance with federal laws and regulations.

When you call, Cincinnati Bell Telephone may remove the 900-number charges from your bill. If the information provider later determines that the charges are legitimate, the provider then has the option to pursue collection for the call. The provider also has the right to block your access to 900-number services if you fail to pay legitimate charges.

You can block access to 900-numbers from your phone by simply calling our office. There is no monthly charge for this service, and installation charges are free for all new telephone customers who order within 60 days of receiving telephone service.

Billing Name and Address Information

If your telephone number is listed in our White Pages directory and you accept a collect or third-party call placed through a company other than Cincinnati Bell Telephone, we must provide your billing name and address to that company so they can bill you. The Federal Communications Commission's rules state this information also can be used for verification of service orders of new customers; identification of customers who have moved to a new address; fraud prevention and similar non-marketing purposes.

If you have a non-published number and would prefer that Cincinnati Bell Telephone withhold your billing name and address information, please contact your customer service representative with that request. Customers with non-published numbers who do not contact our Business Office within 30 days after receiving this notice authorize Cincinnati Bell Telephone to release such information. If you request this billing name and address information be withheld, you will be prohibited from accepting third-party or collect calls for that number.

Printed on recyclable paper

IMPORTANT CUSTOMER NEWS

MONTHLY UPDATE FOR PBX CUSTOMERS

The following changes in telephone number prefixes may affect your PBX equipment. Contact your equipment vendor for assistance. Effective dates appear in (). AREA CODE 513: --Inside CBT operating area: 438, 439 (9/4/98); 228 (9/15/98); 642 (10/5/98); 593 (10/15/98); 773 (10/23/98); --Outside CBT operating area: 255 (10/1/98). AREA CODE 606: --Inside CBT operating area: 413 (9/16/98); 692 (10/15/98); --Outside CBT operating area: 693, 839 (9/28/98). AREA CODE 812: --Outside CBT operating area: 574 (10/1/98); 861 (10/16/98); 450 (10/18/98); 963 (10/23/98). NEW AREA CODE: Pennsylvania, 570 (12/5/98).

HELP FIGHT BREAST CANCER 10/25

Join Cincinnati Bell and the American Cancer Society Sun., Oct. 25 at Bicentennial Commons downtown to make Strides Against Breast Cancer, a disease that affects 1 in 8 women. The 5-mile family walk begins at 10 a.m., crosses the River into Northern Kentucky, and winds back through downtown Cincinnati to the Commons. Donations support breast cancer research, mammograms for uninsured women, patient support groups, and educational programs in our area. Call (513) 891-1600 to register or for additional information.

THIS MONTH - DETAIL

CINCINNATI BELL TELEPHONE

Monthly Charges - Billed Oct 05 thru Nov 04

Item	Quantity	Description	Monthly
SERVICE	1	TOUCH-TONE FOR BUSINESS LINE	1.52
	1	911 CHARGE	.15
	1	RELAY/TDD SERVICE SURCHARGE	.08
	1	MEASURED BUSINESS LINE	30.15
	1	FCC CHRG FOR ACCESS TEL NETWRK	3.50
		TOTAL SERVICE (EXCL TAX)	35.40

One-Time Charges and Credits

Description	Charge/ Credit	Item Number
SERVICE ORDER NUMBER C4227377		
Establish LCI		3A-01
as Dial 1 Plus Long Distance Company.	5.00	
At your request, we have restricted your account to prevent long distance carrier changes.		
Total One-Time Charges and Credits (excl tax)	5.00	

EXHIBIT B

SURVEY ABSTRACT

11/9/98

An independent firm conducts market research semi-annually, on the residential customer's Billing experience from Cincinnati Bell Telephone. This includes questions on the bill format, understandability of the bill, accuracy of the bill, and level of detail provided. The results of the August 1998 research indicate, on a scale of 1-5 (5 indicating excellence), that Cincinnati Bell telephone company customers rate our bill as a 4.0.

In monthly residential customer surveys conducted by an independent firm, Cincinnati Bell Telephone has received the following feedback concerning its customer satisfaction with their monthly bill:

When adding a new or additional service:

- "The formatting of it is very easy to follow. The layout of it is very easy to read."
- "I have no problems with it. It tells everything I need to know."
- "It is easy to read"
- "I can read exactly what the charges are for. They are clear to me."

When changing services:

- "I understand all the charges and taxes every month."
- "The bill is self explanatory, and it's well laid out."
- "The bill is easy to read and follow."

When receiving repair or maintenance:

- "It describes everything in detail and explains what the charges are for."
- "It tells everything you need to know"
- "It is east to read. The clarity of the bill is great."
- "It's brief and to the point. It gives me the information I need."

CBT Bill Samples Attached:

1. 752-5002 Regular customer billing showing call detail from CBT and AT&T.
2. 331-8156 Customer bill showing change in Carrier and detail of monthly charges.

EXHIBIT C

AT&T Wireless Services

General Terms and Conditions

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and the affiliate of AT&T Corp. licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number"). The term "Phone" means the wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories. IF YOU USE THE SERVICE ON THE PHONE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PHONE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

1. SERVICE

a. Term; Early Cancellation Fee. The term of this Agreement depends on the Calling Plan, feature or promotion you select and is described in a separate AT&T Wireless Services Calling Plan or Rate Plan ("Calling Plan") or in feature or promotional materials, all of which are a part of this Agreement. If you activate PocketNet™ service, your rates and any additional terms and conditions are described in a separate AT&T Wireless PocketNet™ Service Plan which is a part of this Agreement. The term of this Agreement for each Number begins on the date we activate Service for that Number. IF YOU SELECT A CALLING PLAN, POCKETNET™ SERVICE PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A ONE-YEAR PLAN), YOU AGREE TO PURCHASE SERVICE FOR THE FULL TERM. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" plan), this Agreement will continue until terminated by either party with advance notice, if required in your Calling Plan. IF YOU SELECT A CALLING PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITHIN 30 DAYS AFTER YOUR ACTIVATION DATE. IF YOU TERMINATE MORE THAN 30 DAYS AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE FOR EACH NUMBER (THE ACTUAL AMOUNT OF WHICH IS REFLECTED IN THE CALLING PLAN OR FEATURE OR PROMOTIONAL MATERIALS).

b. Rates. Your Service rates and other charges and conditions for each Number or Phone are described in your Calling Plan and Welcome Guide (if applicable) and your PocketNet™ Service Plan (if applicable), each of which is a part of this Agreement. If you lose your eligibility for a particular Calling Plan, we may change your Calling Plan upon prior notice to you. If you misrepresent your eligibility for any Calling Plan, you agree to pay us the additional amount you would have been charged under the most favorable Calling Plan for which you are eligible. If you select a Calling Plan with included airtime, unused included airtime from one billing cycle will not carry over to the following billing cycle.

c. Availability/Interruption. Service is available to your Phone when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation or interruption, and interruptions resulting from any nonpayment of charges by you.

d. Use of Service/Phone/Number. You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content you transmit through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. You have no ownership rights to the Number and agree we may change your Number by giving you notice. Your Phone may contain pre-installed software necessary to use Service. By using Service, you agree to abide by the terms and conditions of any applicable software license.

e. Unauthorized Usage. You may not program the Number into any equipment other than the Phone or change the electronic serial number (ESN) or Equipment Identifier (EID) of the Phone. If your Phone is stolen or Service is fraudulently used, you must immediately notify us. We have the right to interrupt or restrict Service to your Number, without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

2. CHARGES/PAYMENTS/DEFAULT

a. Generally. You are responsible for paying all charges to your account, including but not limited to: airtime, access, features, data usage, roaming, long distance, directory and operator assistance charges, the price of Phones and accessories, shipping/handling fees, and any taxes, surcharges, fees, assessments, or recoveries imposed on you or us as a result of use of the Service on your account or the purchase of goods. You may receive a separate bill for your long distance charges. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing Service, the length of the call will be measured beginning when the "SND" (Send) or "Yes" key is pressed and ending the earlier of when the "End" or "No" key is pressed or our system terminates the call. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. Airtime usage on each call is billed in full minute increments, with partial minutes rounded up to the next full minute. For calls made from or received in your home area (as defined in your calling Plan), you will not be charged for busy or unconnected calls if you press "End" or "No" within a reasonable time. If your Phone is used as a pager, you will be charged for messages as described on your Calling Plan or PocketNet™ Service Plan.

b. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorrations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.

c. Late Payments/Disputes. Time is of the essence for payment. Therefore, you agree to pay us a late payment fee for amounts unpaid 20 days after the date of invoice in the amount set forth in your Calling Plan. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. We will assess an additional fee in an amount set forth in your Calling Plan for any check returned for nonpayment. Notice of any disputes must be in writing and received by us at our address within 30 days after receipt of invoice or you will waive any objection.

d. Default/Termination. If you fail to pay any amount owed to us or an affiliate of ours within 20 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account, or if you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. You agree to pay all costs including reasonable attorneys fees, collection fees, and court costs we incur in enforcing this Agreement through any appeal.

e. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges

based on actual usage or our reevaluation of your ability to pay. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default on this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts which are undeliverable become our property.

f. Service Restrictions. If Service Limit Monitoring is offered and chosen, you agree to the rules governing that feature, including applicable limits on the amount of Service that may be used before making a payment. We will notify you of any limits that we impose. If such limits are placed on your account, you may be required to pay for service with a valid major credit card. YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH. If your credit card is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full. We may change the rules governing this feature, or may stop offering this feature any time upon notice to you.

g. Account Information. Any person able to provide your name, address, the last four digits of your social security number, and the Number is authorized by you to receive information about and make changes to your account, including adding new Numbers. From time to time, other AT&T divisions would like to offer you special benefits and programs based on your service usage. To do this, we need to share information about your service usage with other divisions of AT&T. We approve of us sharing information about your service usage with other divisions of AT&T unless you notify us in writing at AT&T Wireless Services, P.O. Box 1037, Ames, Iowa 50014, providing your (1) name, (2) home address, (3) home telephone number including area code, (4) Number including area code, (5) Service billing address and (6) Service account number. While you will continue to receive special offers and important information from AT&T Wireless Services divisions, your notification may preclude you from receiving special offers from other AT&T divisions.

3. CHANGES TO THIS AGREEMENT

We may change this Agreement, including the Calling Plan and Welcome Guide and PocketNet™ Service Plan, upon advance notice. If you do not agree to the change, you may terminate the Agreement by giving us notice within 20 days of the date we mail our notice, and you will not be charged the early cancellation fee. If you use the Service more than 20 days after we mail notice of a change, you agree to that change. You may change Service features, Calling Plans or PocketNet™ Service Plans by notifying us and paying our standard charges, including any applicable early cancellation fees, and by complying with any other of our requirements to accomplish the change. The change will take effect by your next billing cycle. If you transfer to a Calling Plan having a term which is shorter than your previous Calling Plan, you may remain obligated for the term of the previous Calling Plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

4. LIMITATIONS

a. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSION OF ANOTHER SERVICE PROVIDER, FOR INFORMATION PROVIDED THROUGH YOUR PHONE, EQUIPMENT FAILURE OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL. WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 HOURS OR LESS. OUR LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. WE ARE NOT LIABLE FOR (i) INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE PHONE OR ANY EQUIPMENT USED IN CONNECTION WITH THE PHONE UNLESS CAUSED BY OUR SOLE NEGLIGENCE OR ARISING FROM USE OF THE SERVICE, THE PHONE OR ANY EQUIPMENT USED IN CONNECTION WITH THE PHONE UNLESS CAUSED BY OUR SOLE NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE PHONE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

b. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE PHONE OR SERVICE UNLESS DUE TO OUR SOLE NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY LONG DISTANCE COMPANY WHICH CARRIES YOUR CALLS, EVEN IF WE CONNECT YOUR CALL TO A LONG DISTANCE COMPANY OTHER THAN THE ONE YOU REQUEST. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

c. NO WARRANTIES. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE PHONE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PHONE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5. MISCELLANEOUS

a. Privacy. We are not liable for any lack of privacy which may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmission over our facilities in order to protect our rights or property.

b. Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.

c. Notices. Written notices to you shall be effective 3 days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when directed to our Customer Care Department and received at our address. Your notice must specify your account number and Service Number. Oral notices shall be deemed effective on the date reflected in our records. We will not give you notice of any subpoenas or court orders related to your account or use of Service unless required, by law.

d. Entire Agreement. These General Terms and Conditions, together with any other documents directly or indirectly made a part of these General Terms and Conditions, represents the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the agreement remains enforceable.

e. Governing Laws. This Agreement is subject to applicable federal laws, federal and state tariffs, if any, and the laws of the state associated with the Number. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this agreement shall be deemed amended as necessary to conform to such regulations.

f. Other AT&T Services. You may have received special promotions or discounts on other services offered by AT&T in connection with the purchase of certain wireless services. These promotions or discounts may terminate upon termination of this Agreement.

EXHIBIT D

PUBLIC UTILITIES COMMISSION OF OHIO

MINIMUM TELEPHONE SERVICE STANDARDS

4901:1-5-16 SUBSCRIBER BILLS.

(A) SUBSCRIBER BILLS FOR LOCAL AND TOLL SERVICES SHALL BE RENDERED AT REGULAR INTERVALS, AND PROVIDE THE FOLLOWING:

- (1) THE SUBSCRIBER'S NAME, ADDRESS (OR BILLING ADDRESS, IF DIFFERENT), TELEPHONE NUMBER, OR ACCOUNT NUMBER;
- (2) THE TELEPHONE NUMBER OF THE LEC OR IXC'S BUSINESS OFFICE TO BE CONTACTED CONCERNING THE BILL;
- (3) THE BEGINNING AND ENDING DATES OF THE BILLING PERIOD;
- (4) THE CURRENT MONTH'S BILLING;
- (5) ANY UNPAID AMOUNTS FROM PREVIOUS BILLS;
- (6) ANY LATE PAYMENT CHARGE;
- (7) ANY NONRECURRING, FRACTIONAL, OR NONBASIC SERVICE CHARGES;
- (8) ANY CHARGES FOR NONREGULATED SERVICES OR PRODUCTS AND A STATEMENT THAT NONPAYMENT OF SUCH CHARGES MAY RESULT IN THE DISCONNECTION OR RESTRICTION OF SUCH SERVICES AND, SUCH DELINQUENCIES MAY BE SUBJECT TO COLLECTION ACTIONS;
- (9) ANY APPLICABLE TAXES;
- (10) ANY CREDITS AND CHARGES APPLIED TO THE ACCOUNT DURING THE CURRENT BILLING PERIOD;
- (11) THE TOTAL AMOUNT DUE AND PAYABLE;

- (12) A STATEMENT AS TO HOW AND WHERE THE BILL MAY BE PAID;
 - (13) AN EXPLANATION OF CODES AND ABBREVIATIONS USED; AND
 - (14) A STATEMENT THAT FOR UNRESOLVED INQUIRIES, THE SUBSCRIBER MAY WISH TO CALL THE PUBLIC UTILITIES COMMISSION OF OHIO. THIS STATEMENT SHALL INCLUDE THE THEN-CURRENT AND LOCAL TOLL-FREE TELEPHONE NUMBERS OF THE COMMISSION'S PUBLIC INTEREST CENTER AND IDD/TTY NUMBER.
- (B) A LISTING OF CURRENT CHARGES ON A SUBSCRIBER'S BILL FOR LOCAL SERVICE MUST INCLUDE AN ITEMIZATION OF ALL CHARGES, THE TYPE OF SERVICE, AND CALL CHARACTERISTICS. BASED ON THE SUBSCRIBER'S TYPE OF SERVICE, ONE OF THE FOLLOWING SHALL BE PROVIDED:
- (1) MONTHLY RATE FOR LOCAL FLAT-RATE SERVICE;
 - (2) BASE RATE, PLUS THE CHARGES RATED BY TIME-OF-DAY AND DISTANCE, ASSOCIATED WITH LOCAL CALLS COMPLETED UNDER LOCAL MEASURED SERVICE. UPON A SUBSCRIBER'S REQUEST, THE FOLLOWING INFORMATION SHALL BE PROVIDED FOR EACH CALL FREE OF CHARGE ONCE EVERY TWELVE MONTHS AND FOR ANY ADDITIONAL MONTHS SUCH ITEMIZATION SHALL BE PROVIDED IN ACCORDANCE WITH THE LEC'S TARIFFED CHARGES ON FILE AT THE COMMISSION:
 - (A) THE DATE AND TIME OF PLACEMENT;
 - (B) THE TELEPHONE NUMBER CALLED;
 - (C) THE DISTANCE;
 - (D) THE DURATION;
 - (E) THE RATE APPLIED; AND

- (F) THE TOTAL CHARGE PER CALL; OR
- (3) BASE RATE, THE NUMBER OF ADDITIONAL LOCAL MESSAGE CALLS COMPLETED OVER AND ABOVE THE CALLS INCLUDED IN THE BASE RATE, AND THE CHARGES FOR SUCH CALLS.
- (C) A LISTING OF CURRENT CHARGES ON A SUBSCRIBER'S BILL MUST INCLUDE ALL INTEREXCHANGE SERVICES OR TOLL CALLS WHICH ARE EITHER PROVIDED BY THE LEC OR FOR WHICH THE LEC ACTS AS THE BILLING AND COLLECTIONS AGENT.
- (D) THE DETAIL ON THE TOLL PORTION OF A CUSTOMER'S BILL SHALL INCLUDE:
- (1) THE DATE AND TIME OF PLACEMENT;
 - (2) THE DESTINATION, INCLUDING CITY AND STATE;
 - (3) THE TELEPHONE NUMBER CALLED, INCLUDING AREA CODE;
 - (4) THE RATE APPLIED;
 - (5) THE DURATION; AND
 - (6) THE TOTAL CHARGE.
- (E) IMMEDIATELY FOLLOWING THE SECTION OF THE BILL WHICH INCLUDES TOLL CHARGES SHALL BE A STATEMENT THAT NONPAYMENT OF SUCH CHARGES MAY RESULT IN THE DISCONNECTION OF TOLL SERVICE AND MAY BE SUBJECT TO COLLECTION ACTIONS.
- (F) THE DETAILED CUSTOMER BILLING INFORMATION REQUIRED TO APPEAR ON THE SUBSCRIBER'S BILL SHALL BE RETAINED BY THE LEC OR IXC FOR AT LEAST EIGHTEEN MONTHS.

- (G) THE DATE AFTER WHICH THE BILL WILL BE CONSIDERED PAST DUE SHALL BE CLEARLY STATED.
- (H) AN ITEMIZED LISTING OF THE BASIC AND OPTIONAL SERVICES SUBSCRIBED TO, MONTHLY RATE OF EACH SERVICE, AND THE AMOUNT OF ANY SECURITY DEPOSIT BEING HELD BY THE COMPANY SHALL BE INCLUDED WITH EACH NEW SUBSCRIBER'S FIRST BILL, AND ANNUALLY FOR ALL RESIDENTIAL AND SINGLE ACCESS LINE SERVICE SUBSCRIBERS. MULTILINE NONRESIDENTIAL CUSTOMERS MAY ALSO REQUEST THIS INFORMATION ON AN ANNUAL BASIS, AND IT SHALL BE PROVIDED FREE OF CHARGE.

PUBLIC UTILITIES COMMISSION OF OHIO

MINIMUM TELEPHONE SERVICE STANDARDS

4901:1-5-16 SUBSCRIBER BILLS.

(A) SUBSCRIBER BILLS FOR LOCAL AND TOLL SERVICES SHALL BE RENDERED AT REGULAR INTERVALS, AND PROVIDE THE FOLLOWING:

- (1) THE SUBSCRIBER'S NAME, ADDRESS (OR BILLING ADDRESS, IF DIFFERENT), TELEPHONE NUMBER, OR ACCOUNT NUMBER;
- (2) THE TELEPHONE NUMBER OF THE LEC OR IXC'S BUSINESS OFFICE TO BE CONTACTED CONCERNING THE BILL;
- (3) THE BEGINNING AND ENDING DATES OF THE BILLING PERIOD;
- (4) THE CURRENT MONTH'S BILLING;
- (5) ANY UNPAID AMOUNTS FROM PREVIOUS BILLS;
- (6) ANY LATE PAYMENT CHARGE;
- (7) ANY NONRECURRING, FRACTIONAL, OR NONBASIC SERVICE CHARGES;
- (8) ANY CHARGES FOR NONREGULATED SERVICES OR PRODUCTS AND A STATEMENT THAT NONPAYMENT OF SUCH CHARGES MAY RESULT IN THE DISCONNECTION OR RESTRICTION OF SUCH SERVICES AND, SUCH DELINQUENCIES MAY BE SUBJECT TO COLLECTION ACTIONS;
- (9) ANY APPLICABLE TAXES;
- (10) ANY CREDITS AND CHARGES APPLIED TO THE ACCOUNT DURING THE CURRENT BILLING PERIOD;
- (11) THE TOTAL AMOUNT DUE AND PAYABLE;

- (12) A STATEMENT AS TO HOW AND WHERE THE BILL MAY BE PAID;
 - (13) AN EXPLANATION OF CODES AND ABBREVIATIONS USED; AND
 - (14) A STATEMENT THAT FOR UNRESOLVED INQUIRIES, THE SUBSCRIBER MAY WISH TO CALL THE PUBLIC UTILITIES COMMISSION OF OHIO. THIS STATEMENT SHALL INCLUDE THE THEN-CURRENT AND LOCAL TOLL-FREE TELEPHONE NUMBERS OF THE COMMISSION'S PUBLIC INTEREST CENTER AND TDD/TTY NUMBER.
- (B) A LISTING OF CURRENT CHARGES ON A SUBSCRIBER'S BILL FOR LOCAL SERVICE MUST INCLUDE AN ITEMIZATION OF ALL CHARGES, THE TYPE OF SERVICE, AND CALL CHARACTERISTICS. BASED ON THE SUBSCRIBER'S TYPE OF SERVICE, ONE OF THE FOLLOWING SHALL BE PROVIDED:
- (1) MONTHLY RATE FOR LOCAL FLAT-RATE SERVICE;
 - (2) BASE RATE, PLUS THE CHARGES RATED BY TIME-OF-DAY AND DISTANCE, ASSOCIATED WITH LOCAL CALLS COMPLETED UNDER LOCAL MEASURED SERVICE. UPON A SUBSCRIBER'S REQUEST, THE FOLLOWING INFORMATION SHALL BE PROVIDED FOR EACH CALL FREE OF CHARGE ONCE EVERY TWELVE MONTHS AND FOR ANY ADDITIONAL MONTHS SUCH ITEMIZATION SHALL BE PROVIDED IN ACCORDANCE WITH THE LEC'S TARIFFED CHARGES ON FILE AT THE COMMISSION:
 - (A) THE DATE AND TIME OF PLACEMENT;
 - (B) THE TELEPHONE NUMBER CALLED;
 - (C) THE DISTANCE;
 - (D) THE DURATION;
 - (E) THE RATE APPLIED; AND

- (F) THE TOTAL CHARGE PER CALL; OR
- (3) BASE RATE, THE NUMBER OF ADDITIONAL LOCAL MESSAGE CALLS COMPLETED OVER AND ABOVE THE CALLS INCLUDED IN THE BASE RATE, AND THE CHARGES FOR SUCH CALLS.
- (C) A LISTING OF CURRENT CHARGES ON A SUBSCRIBER'S BILL MUST INCLUDE ALL INTEREXCHANGE SERVICES OR TOLL CALLS WHICH ARE EITHER PROVIDED BY THE LEC OR FOR WHICH THE LEC ACTS AS THE BILLING AND COLLECTIONS AGENT.
- (D) THE DETAIL ON THE TOLL PORTION OF A CUSTOMER'S BILL SHALL INCLUDE:
- (1) THE DATE AND TIME OF PLACEMENT;
 - (2) THE DESTINATION, INCLUDING CITY AND STATE;
 - (3) THE TELEPHONE NUMBER CALLED, INCLUDING AREA CODE;
 - (4) THE RATE APPLIED;
 - (5) THE DURATION; AND
 - (6) THE TOTAL CHARGE.
- (E) IMMEDIATELY FOLLOWING THE SECTION OF THE BILL WHICH INCLUDES TOLL CHARGES SHALL BE A STATEMENT THAT NONPAYMENT OF SUCH CHARGES MAY RESULT IN THE DISCONNECTION OF TOLL SERVICE AND MAY BE SUBJECT TO COLLECTION ACTIONS.
- (F) THE DETAILED CUSTOMER BILLING INFORMATION REQUIRED TO APPEAR ON THE SUBSCRIBER'S BILL SHALL BE RETAINED BY THE LEC OR IXC FOR AT LEAST EIGHTEEN MONTHS.

- (G) THE DATE AFTER WHICH THE BILL WILL BE CONSIDERED PAST DUE SHALL BE CLEARLY STATED.
- (H) AN ITEMIZED LISTING OF THE BASIC AND OPTIONAL SERVICES SUBSCRIBED TO, MONTHLY RATE OF EACH SERVICE, AND THE AMOUNT OF ANY SECURITY DEPOSIT BEING HELD BY THE COMPANY SHALL BE INCLUDED WITH EACH NEW SUBSCRIBER'S FIRST BILL, AND ANNUALLY FOR ALL RESIDENTIAL AND SINGLE ACCESS LINE SERVICE SUBSCRIBERS. MULTILINE NONRESIDENTIAL CUSTOMERS MAY ALSO REQUEST THIS INFORMATION ON AN ANNUAL BASIS, AND IT SHALL BE PROVIDED FREE OF CHARGE.